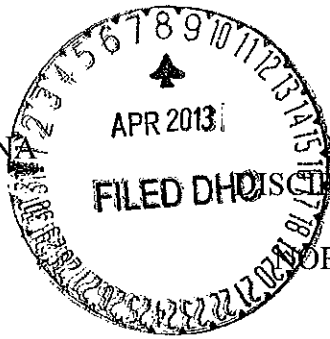


NORTH CAROLINA
WAKE COUNTY



BEFORE THE
DISCIPLINARY HEARING COMMISSION
OF THE
NORTH CAROLINA STATE BAR
13 DHC 13

THE NORTH CAROLINA STATE BAR,)
Plaintiff)

v.)

WILLIAM S. BRITT, Attorney,)
Defendant)

COMPLAINT

Plaintiff, complaining of Defendant, alleges and says:

1. Plaintiff, the North Carolina State Bar (hereinafter "State Bar"), is a body duly organized under the laws of North Carolina and is the proper party to bring this proceeding under the authority granted it in Chapter 84 of the General Statutes of North Carolina and the Discipline and Disability Rules of the North Carolina State Bar promulgated thereunder.

2. Defendant, William S. Britt (hereinafter "Britt" or "Defendant"), was admitted to the North Carolina State Bar on March 28, 1981 and is, and was at all times referred to herein, an Attorney at Law licensed to practice in North Carolina, subject to the rules, regulations, and Rules of Professional Conduct of the North Carolina State Bar and the laws of the State of North Carolina.

Upon information and belief, the State Bar alleges:

3. During the times relevant herein, Defendant actively engaged in the practice of law in the State of North Carolina and maintained a law office in Lumberton, Robeson County, North Carolina.

4. Between January 1, 2009 and May 20, 2011 Defendant maintained a client trust account with RBC Bank, account number ending in the digits 7924 (hereinafter the "trust account").

5. Defendant used the trust account as a general trust account in which Defendant deposited and disbursed client funds.

6. Defendant negotiated the following checks made payable to "Law Office of William S. Britt" from the trust account without identifying any client account from which these disbursements were made (hereafter "unidentified disbursements"):

<u>Check No.</u>	<u>Date Cleared</u>	<u>Amount</u>
3002	10/22/09	\$ 2,500.00
3022	11/25/09	6,000.00
3036	12/24/09	3,500.00
3049	2/12/10	2,500.00
3056	2/25/10	5,000.00
3057	3/01/10	1,500.00
3058	3/03/10	5,000.00
3061	3/09/10	3,000.00
3216	5/06/10	800.00
3235	5/21/10	5,400.00
3243	5/26/10	2,500.00
3287	8/05/10	<u>1,500.00</u>
	Total	\$39,200.00

7. The unidentified disbursements listed above were not Defendant's fees or any other funds to which Defendant was entitled.

8. Defendant misappropriated entrusted client funds in the amount of \$39,200.00 from the trust account.

9. Defendant employed a nurse whose duties included review of medical records for clients.

10. Defendant disbursed funds from the trust account to the nurse monthly and typically in the amount of \$2,500.00. Defendant attributed some of these payments to a portion of attorney's fees due Defendant from particular clients' settlements.

11. Defendant additionally disbursed such funds from the trust account to the nurse that were not attributed to attorney's fees due from any particular clients' settlements as follows:

<u>Check No.</u>	<u>Date Cleared</u>	<u>Amount</u>
3001	10/26/09	\$ 2,500.00
3042	1/25/10	2,500.00
3050	2/23/10	1,500.00
3232	5/21/10	2,500.00
3263	6/28/10	2,000.00
3279	7/23/10	2,500.00
3297	8/18/10	2,500.00
3318	9/10/10	2,500.00
3334	10/14/10	<u>2,500.00</u>
	Total	\$21,000.00

12. Defendant did not have earned fees in the trust account to cover these disbursements, nor were there any other funds to which Defendant was entitled in the trust account at the times of the disbursements.

13. Defendant misappropriated entrusted client funds in the amount of \$21,000.00 from the trust account.

14. Defendant negotiated the following checks made payable to "Law Office of William S. Britt" from the trust account in payment of attorney fees before funds for each client were deposited into the account:

<u>Check No.</u>	<u>Date Cleared</u>	<u>Amount</u>	<u>Client</u>
2927	1/16/09	5,000.00	Floyd (09 stlmnt)
3423	2/04/11	2,500.00	Singletary
3427	2/07/11	3,000.00	Singletary
3428	2/08/11	1,000.00	Singletary
3430	2/11/11	4,000.00	Singletary
3246	5/28/10	5,000.00	Suggs
3249	6/03/10	4,000.00	Suggs
3247	6/04/10	<u>500.00</u>	Suggs
	Total	\$25,000.00	

15. Defendant used entrusted funds held in a fiduciary capacity for other clients for these disbursements.

16. Defendant misappropriated entrusted client funds in the amount of \$25,000.00 from the trust account.

17. On or about November 16, 2010, check no. 3352 made payable to Linda Malone, RN in the amount of \$2,500.00 cleared the bank. Defendant attributed these funds to the account of Defendant's client I. Schiefelbein.

18. On or about November 17, 2010, check no. 3360 made payable to Donna Wright in the amount of \$200.00 cleared the bank. Defendant attributed these funds to the account of Defendant's client I. Schiefelbein.

19. On or about December 16, 2010, Defendant deposited into the trust account \$2,700.00 paid on behalf of his client I. Schiefelbein as fees due Defendant.

20. Malone and Wright were employees of Defendant. Defendant made the payments to his employees before he deposited the \$2,700.00 in fees for the Schiefelbein matter.

21. Defendant used entrusted funds held in a fiduciary capacity for other clients for the disbursements to Malone and Wright.

22. Defendant misappropriated entrusted client funds in the amount of \$2,700.00 from the trust account.

23. Defendant regularly advanced expenses from the trust account on behalf of clients who had no funds on deposit in the account. Such advancements included, but may not be limited to, the following:

<u>Check No.</u>	<u>Date</u> <u>Cleared</u>	<u>Payee</u>	<u>Client</u>	<u>Amount</u>
3373	1/04/11	Case Works, Inc.	Blackmon	246.05
3282	8/05/10	National Medical Consultants	Bullard	1,500.00
3305	9/03/10	Hoseby, Inc.	Bullard	653.05
3304	09/08/10	Patti Holland	Bullard	636.25
3338	10/26/10	Maureen Morabito, RN	Caudle	275.00
3333	10/07/10	Video Imaging (ck split)	A. Cooke	78.33
3333	10/07/10	Video Imaging (ck split)	P. Cooke	78.33
3368	12/07/10	Dr. Barry Williamson (ck split)	Finley	250.00
3255	6/17/10	Video Imaging	Harris	600.00
3280	7/23/10	Video Imaging	Harris	385.00
3303	09/08/10	Kings Court Reporting	Harris	1,385.15
3324	9/28/10	Setdepo LLC	Harris	1,870.09
3336	10/22/10	National Medical Consultants	Harris	500.00
3398	1/24/11	National Medical Consultants	Harris	1,300.00
3405	2/01/11	National Medical Consultants	Harris	1,275.00
3408	2/09/11	National Medical Consultants	Harris	1,300.00
3410	2/09/11	National Medical Consultants	Harris	1,300.00
3412	2/09/11	National Medical Consultants	Harris	3,050.00
3422	2/10/11	Dr. Christopher Manick	Harris	1,200.00
3424	2/11/11	Dr. Neal Patz	Harris	600.00
3435	2/23/11	Accelerated Court Reporters	Harris	285.00
3439	2/23/11	Metts Video	Harris	300.00
3456	3/22/11	Auros Legal Nurse Consulting	Harris	500.00
3457	3/23/11	National Medical Consultants	Harris	1,000.00
3458	3/23/11	Carolina Chiropractic	Harris	871.25
3425	2/09/11	Mark Valentine	Harris	750.00
3048	2/24/10	National Medical Consultants	Hamlin	1,000.00
3333	10/07/10	Video Imaging (ck split)	Leonard	388.25
3368	12/07/10	Dr. Barry Williamson (ck split)	Murray	250.00
3323	09/30/10	Adams & Holt	Olson	835.76
3048	2/24/10	National Medical Consultants	A. Parker	900.00

3438	2/22/11	Landa Videography	A. Parker	170.00
3053	3/02/10	Norton, Schell & Bisswell	Ragsdale	623.42
3367	12/07/10	Dr. Barry Williamson	Rising	2,500.00
3378	12/15/10	Video Imaging	L.Scheifelbein	600.00
2945	4/20/09	Dr. Barry Hainer	Stackhouse	1,600.00
2978	8/07/09	Dept. of Family Medicine	Stackhouse	2,400.00
3005	11/04/09	Garret Reporting Services	Stackhouse	527.95
3008	11/09/09	Office Depot	Stackhouse	489.20
3007	11/10/09	Mark Valentine	Stackhouse	735.00
3011	11/12/09	Mark Valentine	Stackhouse	2,450.00
3009	11/16/09	Pace Reporting Service	Stackhouse	665.45
3016	11/18/09	Mark Valentine	Stackhouse	1,150.00
3017	11/20/09	Debbie Destinations	Stackhouse	391.00
3014	11/23/09	Barry Hainer	Stackhouse	382.34
3015	11/27/09	Dept. of Family Medicine	Stackhouse	7,500.00
3024	11/30/09	Mark Valentine	Stackhouse	1,365.00
3023	12/01/09	Video Images	Stackhouse	1,000.00
3062	3/15/10	Barry Hainer	Stackhouse	271.47
3063	3/15/10	Aaron Waxman, MD	Stackhouse	2,312.50
3064	3/16/10	Legal EZ Video	Stackhouse	404.40
3226	5/21/10	Frederica Stephens	Stackhouse	507.00
3231	6/01/10	Carolina Infectious Disease	Stackhouse	1,000.00
3273	7/19/10	Carolina Infectious Disease	Stackhouse	2,000.00
3277	7/30/10	Dept. of Family Medicine	Stackhouse	4,600.00
3302	9/13/10	Carolina Infectious Disease	Stackhouse	1,000.00
3328	10/04/10	Carolina Infectious Disease	Stackhouse	1,000.00
3327	10/05/10	O'Brien & Linnie	Stackhouse	1,235.10
3399	01/07/11	Carolina Infectious Disease	Stackhouse	2,362.50
3228	5/20/10	Frederica Stephens	Suggs	1,304.00
3276	7/29/10	Carl Lowe, MD	Warwick	725.00
3366	12/07/10	Dr. Barry Williamson	Warwick	3,500.00
3426	2/14/11	Enterprise Economic Consulting	Warwick	<u>2,200.00</u>
			Total	\$74,533.84

24. Defendant used entrusted funds held in a fiduciary capacity for other clients for these disbursements.

25. Defendant misappropriated entrusted client funds in the amount of \$74,533.84 from the trust account.

26. Defendant disbursed from the trust account more funds on behalf of the following clients than he held for each client:

<u>Client</u>	<u>Amount</u>
McKinnion	443.06
P. Parker	1,104.00
Peterkin	786.00
Ragsdale	1,186.55
Sanders	580.62
L. Schiefelbein	<u>588.34</u>
Total	\$4,688.57

27. Defendant used entrusted funds held in a fiduciary capacity for other clients for these disbursements.

28. Defendant misappropriated entrusted client funds in the amount of \$4,688.57 from the trust account.

29. On or about September 8, 2009 Defendant deposited into the trust account \$90,000.00 from a settlement for the benefit of his client B. Spencer. This amount was in addition to \$95.00 Defendant already held in the account on B. Spencer's behalf.

30. Defendant disbursed for the benefit of B. Spencer \$785.00 more than he held in the trust account for B. Spencer.

31. Defendant's records show that Defendant was entitled to collect \$20,000.00 for attorney's fees in B. Spencer's case and that this amount included any costs advanced by Defendant. Nevertheless, Defendant negotiated multiple checks payable to himself or for his benefit totaling \$23,119.60 which he attributed to B. Spencer's funds.

32. Defendant negotiated the last check to himself attributed to B. Spencer's settlement funds on or about May 11, 2010 in the amount of \$3,119.60.

33. At the time of the \$3,119.60 disbursement to himself, Defendant had no funds remaining in his trust account for B. Spencer.

34. Defendant was not entitled to the additional \$3,119.60 attributed to B. Spencer's settlement funds.

35. Defendant used entrusted funds held in a fiduciary capacity for other clients for the \$785.00 and \$3,119.60 disbursements.

36. Defendant misappropriated entrusted client funds in the amount of \$3,904.60 from the trust account.

37. In or about January 2009, Defendant deposited into the trust account \$30,000.00 from a settlement for the benefit of his client C. Floyd. According to

Defendant's records, Defendant was to be reimbursed for expenses advanced in the amount of \$20,000.00, but was not to receive attorney's fees from the settlement.

38. Defendant's records show that Defendant expended \$12,052.53 from his operating account for the benefit of C. Floyd for expenses, not \$20,000.00. Nevertheless, Defendant negotiated checks payable to himself totaling \$23,000.00 which he attributed to C. Floyd's funds.

39. Defendant was not entitled to the additional \$10,947.47 attributed to C. Floyd's settlement funds.

40. Defendant negotiated the last check to himself attributed to C. Floyd's settlement funds on or about February 13, 2009 in the amount of \$5,000.00.

41. At the time of the \$5,000.00 disbursement to himself, Defendant only held \$2,000.00 in his trust account for C. Floyd.

42. Defendant thereafter disbursed \$218.90 to Carolina Court Reporting from the trust account on C. Floyd's behalf.

43. At the time of the \$218.90 disbursement to Carolina Court Reporting, Defendant had no funds remaining in his trust account for C. Floyd.

44. Defendant used entrusted funds held in a fiduciary capacity for other clients for \$3,000.00 of the \$5,000.00 disbursement and for the \$218.90 disbursement.

45. Defendant misappropriated \$7,947.47 from C. Floyd's funds and \$3,218.90 from the funds of other clients.

46. On or about December 22, 2010, Defendant deposited into the trust account \$10,000.00 from an unrelated settlement for the benefit of C. Floyd. Defendant disbursed \$8,000.00 of those funds for the benefit of C. Floyd.

47. On or about December 27, 2010, the \$10,000.00 was debited back to the trust account by the bank as a returned item chargeback.

48. The \$8,000.00 in checks Defendant disbursed against the \$10,000.00 cleared the bank by January 10, 2011.

49. Defendant did not deposit funds to replace the \$10,000.00, did not stop payment on the \$8,000.00 in checks he had written, and did not take any other steps to cover the checks he had written against the \$10,000.00 until March 28, 2011.

50. Because Defendant took no timely steps to remedy the shortfall created in the trust account by the \$10,000.00 chargeback, between December 27, 2010 and March

28, 2011, Defendant used \$8,000.00 in entrusted funds held in a fiduciary capacity for other clients.

51. Defendant misappropriated entrusted funds in the amount of \$8,000.00 from the trust account.

52. In or about December 2007, Defendant deposited into the trust account \$175,000.00 from a settlement for the benefit of his client J. Hunt. Defendant disbursed those funds for the benefit of J. Hunt.

53. Defendant's records show that Defendant was entitled to collect \$70,000.00 for attorney's fees in J. Hunt's case. Nevertheless, Defendant negotiated multiple checks payable to himself totaling \$72,000.00 which he attributed to J. Hunt's funds.

54. Defendant negotiated the last check to himself attributed to J. Hunt's settlement funds on or about January 31, 2011 in the amount of \$4,000.00.

55. At the time of the \$4,000.00 disbursement to himself, Defendant only had \$2,000.00 in his trust account for J. Hunt.

56. Defendant's records show that Defendant expended \$121.03 from his operating account for the benefit of J. Hunt for expenses. Nevertheless, Defendant negotiated a trust account check payable to himself totaling \$1,038.03 for expense reimbursement which he attributed to J. Hunt's settlement funds.

57. Defendant was not entitled to the additional \$2,000.00 in fees and \$917.00 in expenses attributed to J. Hunt's settlement funds.

58. Defendant used entrusted funds held in a fiduciary capacity for other clients for \$2,000.00 of the \$4,000.00 disbursement.

59. Defendant misappropriated the \$917.00 from J. Hunt's funds and \$2,000.00 from the funds of other clients.

60. On or about November 20, 2008, Defendant deposited into the trust account \$1,000.00 from his client C. Jacobs for payment of future expenses. On or about June 8, 2010, Defendant disbursed \$900.00 from the trust account on behalf of C. Jacobs.

61. On or about July 20, 2010, Defendant disbursed \$500.00 to National Medical Consultants, Inc. on behalf of C. Jacobs. That \$500.00 check cleared the bank on or about August 5, 2010.

62. At the time of the \$500.00 disbursement to National Medical Consultants, Inc., Defendant only held \$100.00 in his trust account for C. Jacobs.

63. Defendant used entrusted funds held in a fiduciary capacity for other clients for \$400.00 of the \$500.00 disbursement.

64. Defendant misappropriated entrusted client funds in the amount of \$400.00 from the trust account.

65. Defendant deposited into the trust account \$95,000.00 from a settlement for the benefit of his client the Estate of S. Locklear. Defendant received and deposited those funds in installments as follows: \$25,000.00 on February 12, 2010, \$25,000.00 on March 12, 2010, \$25,000.00 on April 14, 2010, and \$20,000.00 on May 18, 2010.

66. Each check was made payable to "Polly Locklear Admin Estate Samuel Locklear & Her Attorney William S. Britt."

67. Defendant did not notify Ms. Locklear, the administratrix of the Estate, when each check was received and did not have Ms. Locklear endorse each check.

68. Defendant signed Ms. Locklear's name on the checks without her permission.

69. Defendant represented the Estate of B. Jacobs and obtained settlements in two matters. After disbursing his fees, reimbursing advanced expenses, and paying other expenses, Defendant was obligated to hold approximately \$177,056.90 for the benefit of the heirs of B. Jacobs.

70. As of May 20, 2011, the balance of Defendant's trust account was \$42,315.59. Defendant has insufficient funds in the trust account to distribute approximately \$177,056.90 to the heirs of B. Jacobs.

71. In the majority of instances where Defendant was entitled to earned fees from client funds in the trust account, Defendant did not disburse the full amount of his earned fees at or near the time that the funds were deposited. Instead, he disbursed the earned fees over periods of days, weeks or months.

72. Defendant did not reconcile the trust account at least quarterly between January 1, 2009 and May 20, 2011.

73. In or about 2011, Defendant received \$1,000.00 representing medical payments benefits on behalf of his client D. Kennedy.

74. Defendant did not deposit the \$1,000.00 he received on behalf of D. Kennedy into the trust account.

75. Defendant deposited into and disbursed from his operating account the \$1,000.00 for the benefit of D. Kennedy.

THEREFORE, the State Bar alleges that Defendant's foregoing actions constitute grounds for discipline pursuant to N.C.G.S. §84-28(b)(2) in that Defendant violated one or more of the Rules of Professional Conduct in effect at the time of the actions as follows:

a. By disbursing \$39,200.00 to himself from entrusted client funds to which he was not entitled and thereby misappropriating entrusted client funds, Defendant failed to properly maintain entrusted funds in violation of Rule 1.15-2(a), benefitted from entrusted funds in violation of Rule 1.15-2(j), failed to properly disburse entrusted funds in violation of Rule 1.15-2(m), engaged in criminal conduct reflecting adversely on his honesty, trustworthiness or fitness as a lawyer in violation of Rule 8.4(b), and engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Rule 8.4(c);

b. By disbursing \$21,000.00 to his employee from entrusted funds to which neither he nor she was entitled and thereby misappropriating entrusted client funds, Defendant failed to properly maintain entrusted funds in violation of Rule 1.15-2(a), benefitted from entrusted funds in violation of Rule 1.15-2(j), failed to properly disburse entrusted funds in violation of Rule 1.15-2(m), engaged in criminal conduct reflecting adversely on his honesty, trustworthiness or fitness as a lawyer in violation of Rule 8.4(b), and engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Rule 8.4(c);

c. By disbursing \$25,000.00 to himself for fees from the trust account before funds from which the fees were due were deposited into the account and thereby misappropriating other clients' funds, Defendant failed to properly maintain entrusted funds in violation of Rule 1.15-2(a), benefitted from entrusted funds in violation of Rule 1.15-2(j), failed to properly disburse entrusted funds in violation of Rule 1.15-2(m), engaged in criminal conduct reflecting adversely on his honesty, trustworthiness or fitness as a lawyer in violation of Rule 8.4(b), and engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Rule 8.4(c);

d. By disbursing \$2,700.00 to his employees from the trust account before funds from which Defendant was due fees were deposited and thereby misappropriating other clients' funds, Defendant failed to properly maintain entrusted funds in violation of Rule 1.15-2(a), benefitted from entrusted funds in violation of Rule 1.15-2(j), failed to properly disburse entrusted funds in violation of Rule 1.15-2(m), engaged in criminal conduct reflecting adversely on his honesty, trustworthiness or fitness as a lawyer in violation of Rule 8.4(b), and engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Rule 8.4(c);

e. By advancing expenses totaling \$74,533.84 from the trust account on behalf of clients who had no funds on deposit in the account and thereby misappropriating other clients' funds, Defendant failed to properly maintain entrusted funds in violation of Rule 1.15-2(a), allowed another to benefit from entrusted funds in violation of Rule 1.15-2(j), failed to properly disburse entrusted funds in violation of Rule 1.15-2(m), engaged in

criminal conduct reflecting adversely on his honesty, trustworthiness or fitness as a lawyer in violation of Rule 8.4(b), and engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Rule 8.4(c);

f. By disbursing from the trust account \$4,688.57 more for specific clients than he held in the account on behalf of those clients and thereby misappropriating other clients' funds, Defendant failed to properly maintain entrusted funds in violation of Rule 1.15-2(a), allowed another to benefit from entrusted funds in violation of Rule 1.15-2(j), failed to properly disburse entrusted funds in violation of Rule 1.15-2(m), engaged in criminal conduct reflecting adversely on his honesty, trustworthiness or fitness as a lawyer in violation of Rule 8.4(b), and engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Rule 8.4(c);

g. By disbursing \$785.00 for the benefit of B. Spencer and \$3,119.60 to himself when he held no funds for B. Spencer in the trust account and thereby misappropriating \$3,904.60 of other clients' funds, Defendant failed to properly maintain entrusted funds in violation of Rule 1.15-2(a), personally benefitted and allowed another to benefit from entrusted funds in violation of Rule 1.15-2(j), failed to properly disburse entrusted funds in violation of Rule 1.15-2(m), engaged in criminal conduct reflecting adversely on his honesty, trustworthiness or fitness as a lawyer in violation of Rule 8.4(b), and engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Rule 8.4(c);

h. By disbursing \$23,000.00 to himself in C. Floyd's 2009 case when he was only entitled to \$12,052.53 and disbursing \$218.90 in expenses for Floyd, and by making such disbursements when he only held \$20,000.00 in the account for C. Floyd, Defendant failed to properly maintain entrusted funds in violation of Rule 1.15-2(a), personally benefitted and allowed another to benefit from entrusted funds in violation of Rule 1.15-2(j), failed to properly disburse entrusted funds in violation of Rule 1.15-2(m), engaged in criminal conduct reflecting adversely on his honesty, trustworthiness or fitness as a lawyer in violation of Rule 8.4(b), and engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Rule 8.4(c);

i. By failing to timely take steps to remedy the shortfall caused by the \$10,000.00 chargeback in C. Floyd's 2010 case and thereby misappropriating other clients' funds, Defendant failed to properly maintain entrusted funds in violation of Rule 1.15-2(a), allowed another to benefit from entrusted funds in violation of Rule 1.15-2(j), failed to properly disburse entrusted funds in violation of Rule 1.15-2(m), engaged in criminal conduct reflecting adversely on his honesty, trustworthiness or fitness as a lawyer in violation of Rule 8.4(b), and engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Rule 8.4(c);

j. By disbursing to himself more funds than he was entitled to receive from J. Hunt's funds and disbursing more funds than he held in the trust account for J. Hunt and thereby misappropriating other clients' funds, Defendant failed to properly maintain entrusted funds in violation of Rule 1.15-2(a), benefitted from entrusted funds in

violation of Rule 1.15-2(j), failed to properly disburse entrusted funds in violation of Rule 1.15-2(m), engaged in criminal conduct reflecting adversely on his honesty, trustworthiness or fitness as a lawyer in violation of Rule 8.4(b), and engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Rule 8.4(c);

k. By disbursing \$500.00 on behalf of C. Jacobs when he did not have sufficient funds in the trust account for this disbursement and thereby misappropriating other clients' funds, Defendant failed to properly maintain entrusted funds in violation of Rule 1.15-2(a), allowed another to benefit from entrusted funds in violation of Rule 1.15-2(j), failed to properly disburse entrusted funds in violation of Rule 1.15-2(m), engaged in criminal conduct reflecting adversely on his honesty, trustworthiness or fitness as a lawyer in violation of Rule 8.4(b), and engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Rule 8.4(c);

l. By signing Polly Locklear's name to the settlement checks made payable to Polly Locklear Admin Estate Samuel Locklear and Her Attorney William S. Britt without Locklear's permission, Defendant engaged in criminal conduct reflecting adversely on his honesty, trustworthiness or fitness as a lawyer in violation of Rule 8.4(b), and engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Rule 8.4(c);

m. By failing to notify Ms. Locklear when each settlement check was received on behalf of the Estate of Samuel Locklear, Defendant failed to promptly notify his client of the receipt of entrusted funds in violation of Rule 1.15-2(l) and failed to keep the client reasonably informed about the status of a matter in violation of Rule 1.4(a)(3);

n. By failing to maintain \$177,056.40 in the trust account for the benefit of the heirs of B. Jacobs, Defendant failed to properly maintain entrusted funds in violation of Rule 1.15-2(a), allowed another to benefit from entrusted funds in violation of Rule 1.15-2(j), failed to properly disburse entrusted funds in violation of Rule 1.15-2(m), engaged in criminal conduct reflecting adversely on his honesty, trustworthiness or fitness as a lawyer in violation of Rule 8.4(b), and engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Rule 8.4(c);

o. By failing to promptly disburse his earned fees from the trust account, instead leaving them co-mingled with client funds, Defendant failed to maintain entrusted funds separate from the property of the lawyer in violation of Rules 1.15-2(a) and (f);

p. By not reconciling the trust account at least quarterly, Defendant failed to total and reconcile the individual client balances with the current bank balance each quarter in violation of Rule 1.15-3(d); and

q. By depositing D. Kennedy's medical payments benefits check into his operating account, Defendant failed to properly maintain entrusted funds separate from the property of the lawyer in violation of Rule 1.15-2(a), and failed to promptly deposit all trust funds in a general or dedicated trust account in violation of Rule 1.15-2(b).

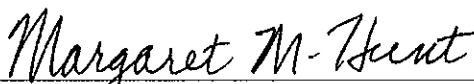
WHEREFORE, the State Bar prays that

1. Disciplinary action be taken against Defendant in accordance with N.C.G.S. §84-28(c) and 27 N.C.A.C. 1B §.0114 as the evidence on hearing may warrant,

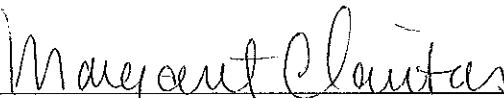
2. Defendant be taxed with costs and administrative fees in connection with this proceeding, and

3. For such other and further relief as is appropriate.

This the 8th day of April, 2013.



Margaret M. Hunt, Chair
Grievance Committee



Margaret Cloutier, Deputy Counsel
Attorney for Plaintiff
The North Carolina State Bar
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